

Department of the Treasury

Internal Revenue Service
Centralized OIC
PO Box 9011
Holtsville, NY 11742

Date of this Letter: SEP - 9 2010

Person to Contact:
P. Schiavo
Employee #:0096012
Phone#:(631)447-4018 EXT.
08:00am-08:00pm Mon-Fri

Taxpayer ID#: [REDACTED]-3976
Offer Number: 1000773981

JAMES SUGGS
1805 BUCKHORN RD
MEBANE, NC 27302-8096-05

Dear Mr. Suggs,

We have accepted your offer in compromise signed and dated by you on 11/05/2009. The date of acceptance is the date of this letter and our acceptance is subject to the terms and conditions on the enclosed Form 656, Offer in Compromise and a Co-obligor Agreement.

Your offer was accepted based on effective tax administration or doubt as to collectibility with special circumstances. The application fee of \$150 you paid when you submitted your offer will therefore be applied against the amount of the offer. If you would like the application fee refunded to you rather than applied against the amount of the offer, you must notify us in writing at the address below within 30 days from the date of this letter. If you request a refund, any amount due under the offer will not be reduced by the amount of the fee.

We have applied a total of \$100.00 as payments toward your accepted offered amount. The last payment received was for \$100.00 received on 11/09/2009.

Please note that the conditions of the offer require you to file and pay all required taxes for five tax years or the period of time payments are being made on the offer, whichever is longer. This will begin on the date shown in the upper right hand corner of this letter.

Additionally, please remember that the conditions of the offer include the provision that as additional consideration for the offer, we will retain any refunds or credits that you may be entitled to receive for 2010 or for earlier tax years. This includes refunds you receive in 2011 for any overpayments you made toward tax year 2010 or toward earlier tax years. The Notice of Federal Tax Lien will be released when the offer amount is paid in full.

continued on next page

If you are required to make any payments under this agreement, make your check or money order payable to the United States Treasury and send it to:

Internal Revenue Service
P.O. Box 24015
Fresno, CA 93779

Please send all other correspondence to:

Internal Revenue Service
PO Box 9006
Holtsville, NY 11742-9006

You must promptly notify the Internal Revenue Service of any change in your address or marital status. This will ensure we have the proper address to advise you of the status of your offer.

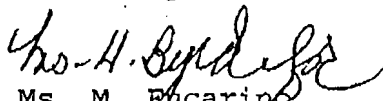
If you have submitted a joint offer with your spouse or former spouse and you personally are meeting or have met all the conditions of your offer agreement, but your spouse or former spouse fails to adhere to the conditions of the offer agreement, your offer agreement will not be defaulted.

If you fail to meet any of the terms and conditions of the offer, the Internal Revenue Service will issue a notice to default the agreement. If the offer is defaulted, the original tax including all penalties and interest will be due. After issuance of the notice the Internal Revenue Service may:

- Immediately file suit to collect the entire unpaid balance of the offer.
- Immediately file suit to collect an amount equal to the original amount of the tax liability as liquidating damages, minus any payments already received under the terms of this offer.
- Disregard the amount of the offer and apply all amounts already paid under the offer against the original amount of the tax liability.
- File suit or levy to collect the original amount of the tax liability.

If you have any questions, please contact the person whose name and telephone number are shown in the upper right hand corner of this letter.

Sincerely,


Ms. M. Bucarino
Department Manager

Enclosure
cc:POA

SB Letter 673(AOIC) (1-2007)

COPY

100-73981

00998 24288197

Form **656**
 (February 2007)

Department of the Treasury — Internal Revenue Service

Offer in Compromise

Attach Application Fee and Payment (check or money order) here.

Section I

Taxpayer Contact Information

Taxpayer's First Name and Middle Initial

Last Name

James

Sugga

If a joint offer, spouse's First Name and Middle Initial

Last Name

Business Name

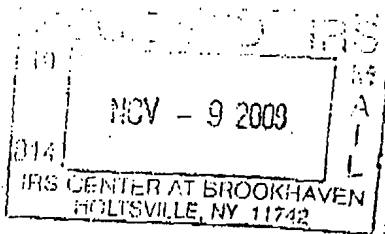
Taxpayer's Address (Home or Business) (number, street, and room or suite no., city, state, ZIP code)

1805 Buckhorn Rd

Mebane, NC 27302

Mailing Address (if different from above) (number, street, and room or suite no., city, state, ZIP code)

IRS RECEIVED DATE



DATE RETURNED

Social Security Number (SSN)
 (Primary)

(Secondary)

Employer Identification Number (EIN)
 (EIN included in offer)

(EIN not included in offer)

-3976

Section II

To: Commissioner of Internal Revenue Service

I/We (includes all types of taxpayers) submit this offer to compromise the tax liabilities plus any interest, penalties, additions to tax, and additional amounts required by law (tax liability) for the tax type and period marked below: (Please mark an "X" in the box for the correct description and fill in the correct tax period(s), adding additional periods if needed).

☒ 1040/1120 Income Tax — Year(s) 2004, 2006, 2007

☐ 941 Employer's Quarterly Federal Tax Return — Quarterly period(s)

☐ 940 Employer's Annual Federal Unemployment (FUTA) Tax Return — Year(s)

☐ Trust Fund Recovery Penalty as a responsible person of (enter corporation name)

for failure to pay withholding and Federal Insurance Contributions Act taxes (Social Security taxes), for period(s) ending

☐ Other Federal Tax(es) [specify type(s) and period(s)]

Note: If you need more space, use a separate sheet of paper and title it "Attachment to Form 656 Dated _____," Sign and date the attachment following the listing of the tax periods.

Section III

Reason for Offer in Compromise

I/We submit this offer for the reason(s) checked below:

☒ Doubt as to Collectibility — "I have insufficient assets and income to pay the full amount." You must include a complete Collection Information Statement, Form 433-A and/or Form 433-B.

☐ Effective Tax Administration — "I owe this amount and have sufficient assets to pay the full amount, but due to my exceptional circumstances, requiring full payment would cause an economic hardship or would be unfair and inequitable." You must include a complete Collection Information Statement, Form 433-A and/or Form 433-B and complete Section VI.

Section IV

Offer in Compromise Terms

I/We offer to pay \$ 500. (must be more than zero). Complete Section VII to explain where you will obtain the funds to make this offer.

Check only one of the following:

☒ Lump sum cash offer — 20% of the amount of the offer \$ 100. must be sent with Form 656. Upon written acceptance of the offer, the balance must be paid in 5 or fewer installments.

\$ 400. payable within 5 months after acceptance

\$ payable within months after acceptance

\$ payable within months after acceptance

\$ payable within months after acceptance

\$ payable within months after acceptance

☐ Short Term Periodic Payment Offer — Offer amount is paid within 24 months from the date IRS received your offer. The first payment must be submitted with your Form 656. You must make regular payments during your offer investigation. Complete the following:

\$ will be submitted with the Form 656. Beginning in the month after the offer is submitted (insert month), on the day of each month, \$ will be sent in for a total of months. (Cannot extend more than 24 months from the date the offer was submitted.)

BJA

www.irs.gov

Form 656 (Rev. 2-2007)

EXHIBIT A

Section VIII Mandatory Signatures

If I / We submit this offer on a substitute form, I / we affirm that this form is a verbatim duplicate of the official Form 656, and I/we agree to be bound by all the terms and conditions set forth in the official Form 656.

Under penalties of perjury, I declare that I have examined this offer, including accompanying schedules and statements, and to the best of my knowledge and belief, it is true, correct and complete.

Taxpayer Attestation

Signature of Taxpayer

James Suggs

Date

11/05/09

Signature of Taxpayer

Date

Official Use Only

I accept the waiver of the statutory period of limitations on assessment for the Internal Revenue Service, as described in Section V(e).

Signature of Authorized Internal Revenue Service Official

E. H.

Title

P/E

Date

11/10/09 *CP*

Section IX Application Prepared by Someone Other than the Taxpayer

If this application was prepared by someone other than the taxpayer, please fill in that person's name and address below.

Name

Address (if known) (Street, City, State, ZIP code)

Section X Paid Preparer Use Only

Name of Preparer

Signature of Preparer

Date

Check if self-employed ☐

Preparer's CAF no. or PTIN

Firm's name (or yours if self-employed), address, and ZIP code

EIN

Telephone number

Section XI Third Party Designee

Do you want to allow another person to discuss this offer with the IRS? ☒ Yes. Complete the information below. ☐ No

Designee's name

Telephone number

Hui Yu c/o Power Tax Relief 1700 W. Burbank Blvd. Burbank, CA 91506

(323) 931-9292

Privacy Act Statement

We ask for the information on this form to carry out the Internal revenue laws of the United States. Our authority to request this information is Section 7801 of the Internal Revenue Code.

Our purpose for requesting the information is to determine if it is in the best interests of the IRS to accept an Offer in Compromise. You are not required to make an Offer in Compromise; however, if you choose to do so, you must provide all of the taxpayer information requested. Failure to provide all of the information may prevent us from processing your request.

If you are a paid preparer and you prepared the Form 656 for the taxpayer submitting an offer, we request that you complete and sign Section X on Form 656, and provide identifying information. Providing this information is voluntary. This information will be used to administer and enforce the internal revenue laws of the United States and may be used to regulate practice before the Internal Revenue Service for those persons subject to Treasury Department Circular No. 230, Regulations Governing the Practice of Attorneys, Certified Public Accountants, Enrolled Agents, Enrolled Actuaries, and Appraisers before the Internal Revenue Service. Information on this form may be disclosed to the Department of Justice for civil and criminal litigation.

We may also disclose this information to cities, states and the District of Columbia for use in administering their tax laws and to combat terrorism. Providing false or fraudulent information on this form may subject you to criminal prosecution and penalties.

COPY

To Commissioner of Internal Revenue Service:

I submitted an offer in compromise dated 11/05/2009 in the amount of \$500.00 to compromise unpaid type(s) of Tax plus Statutory Additions for Taxable Period(s)

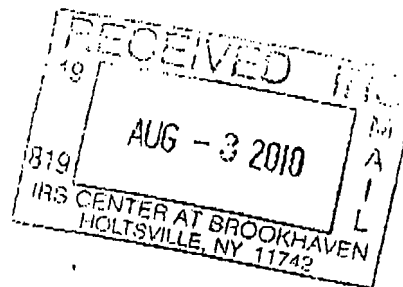
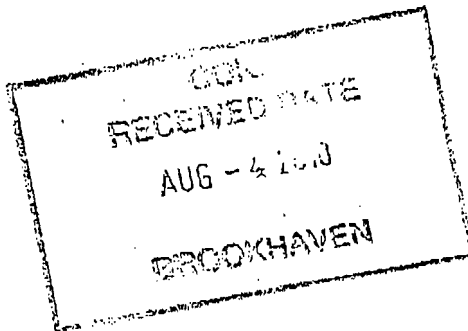
1040 for tax period ending 12/31/2004
1040 for tax period ending 12/31/2006
1040 for tax period ending 12/31/2007

The purpose of this letter is to amend and clarify that offer by adding the following provision:

Although the liability sought to be compromised is the joint and individual liability of myself and my co-obligor(s), I am submitting this offer to compromise my individual liability only. ~~If this offer is accepted, it does not release or discharge my co-obligor(s) from liability.~~ I understand that The United States still reserves all rights of collection against the co-obligor(s).

James Steven Suggs
Taxpayer's Signature
8/1/010
Date

Offer#: 1000773981
TIN: [REDACTED]-3976
TP Name: James Suggs



Letter Co-ob(AOIC)

Section IV Cont.

- ☐ **Deferred Periodic Payment Offer** – Offer amount will be paid over the remaining life of the collection statute. The first payment must be submitted with your Form 656. You must make regular payments during your offer investigation. Complete the following:

\$ _____ will be submitted with the Form 656. Beginning in the month after the offer is submitted (insert month _____), on the _____ day of each month, \$ _____ will be sent in for a total of _____ months.

Optional - Designation of Required Payment under IRC 7122(c)

You have the option to designate the required payment you made under Section IV above. If you chose not to designate your required payment, then the IRS will apply your payment in the best interest of the government. Please complete the following if you choose to designate your payment:

\$ _____ paid under IRC 7122 (c) is to be applied to my _____ Tax Year/Quarter(s) (whichever is applicable) for my/our tax form _____.

If you pay more than the required payment when you submit your offer and want any part of that additional payment treated as a deposit, check the box below and insert the amount. It is not required that you designate any portion of your payment as a deposit. Note: If the required payment is not paid, the offer will be returned even if you make a payment you designate as a deposit.

- ☐ I am making a deposit of \$ _____ with this offer.

Section V By submitting this offer, I/we have read, understand and agree to the following conditions:

(a) I/We voluntarily submit all tax payments made on this offer, including the mandatory payments of tax required under section 7122(c). These tax payments are not refundable even if I/we withdraw the offer prior to acceptance or the IRS returns or rejects the offer. If the offer is accepted, the IRS will apply payments made after acceptance in the best interest of the government.

(b) Any payments made in connection with this offer will be applied to the tax liability unless I have specified that they be treated as a deposit. Only amounts that exceed the mandatory payments can be treated as a deposit. Such a deposit will be refundable if the offer is rejected or returned by the IRS or is withdrawn. I/we understand that the IRS will not pay interest on any deposit.

(c) The application fee for this offer will be kept by the IRS unless the offer was not accepted for processing.

(d) I/We will comply with all provisions of the Internal Revenue Code relating to filing my/our returns and paying my/our required taxes for 5 years or until the offered amount is paid in full, whichever is longer. In the case of a jointly submitted Offer in Compromise joint liabilities, I/we understand that default with respect to the compliance provisions described in this paragraph by one party to this agreement will not result in the default of the entire agreement. The default provisions described in Section V(i) of this agreement will be applied only to the party failing to comply with the requirements of this paragraph.

(e) I/We waive and agree to the suspension of any statutory periods of limitation (time limits provided by law) for the IRS assessment of the liability for the periods identified in Section II. I/We understand that I/we have the right not to waive these statutory periods or to limit the waiver to a certain length or to certain periods. I/We understand, however, that the IRS may not consider this offer if I/we refuse to waive the statutory periods for assessment or if we provide only a limited waiver. The amount of any Federal tax due for the periods described in Section II may be assessed at any time prior to the acceptance of this offer or within one year of the rejection of this offer. I/We understand that the statute of limitations for collection will be suspended during the period an offer is considered pending by the IRS (paragraph (k) of this section defines pending).

(f) The IRS will keep all payments and credits made, received or applied to the total original liability before submission of this offer and all payments required under section 7122(c). The IRS will also keep all payments in excess of those required by section 7122(c) that are received in connection with the offer and that are not designated as deposits in Section IV. The IRS may keep any proceeds from a levy served prior to submission of the offer, but not received at the time the offer is submitted. As additional consideration beyond the amount of my/our offer, the IRS will keep any refund, including interest, due to me/us because of overpayment of any tax or other liability, for tax periods extending through the calendar year in which the IRS accepts the offer. The date of acceptance is the date on the written notice of acceptance issued by the IRS to me/us or to my/our representative. I/We may not designate an overpayment ordinarily subject to refund, to which the IRS is entitled, to be applied to estimated tax payments for the following year.

(g) I/We will return to the IRS any refund identified in paragraph (f) received after submission of this offer.

(h) The IRS cannot collect more than the full amount of the liability under this offer.

(i) I/We understand that I/we remain responsible for the full amount of the liabilities, unless and until the IRS accepts the offer in writing and I/we have met all the terms and conditions of the offer. The IRS will not remove the original amount of the liabilities from its records until I/we have met all the terms and conditions of the offer. I/We understand that the liabilities I/we offer to compromise are and will remain liabilities until I/we meet all the terms and conditions of this offer. If I/we file for bankruptcy before the terms and conditions of this offer are completed, any claim the IRS files in the bankruptcy proceedings will be a tax claim.

(j) Once the IRS accepts the offer in writing, I/we have no right to contest, in court or otherwise, the amount of the liability.

(k) The offer is pending starting with the date an authorized IRS official signs the form. The offer remains pending until an authorized IRS official accepts, rejects, returns or acknowledges withdrawal of the offer in writing. If I/we appeal an IRS rejection decision on the offer, IRS will continue to treat the offer as pending until the Appeals Office accepts or rejects the offer in writing.